No. 80-698

IN THE

Supreme Court of the United States

OCTOBER TERM, 1980

NEWSPAPER PRINTING CORPORATION,
Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD,

and

TULSA TYPOGRAPHICAL UNION, LOCAL NO. 403,
Respondents.

BRIEF OF THE AMERICAN NEWSPAPER PUBLISHERS ASSOCIATION AS AMICUS CURIAE IN SUPPORT OF THE PETITION FOR A WRIT OF CERTIORARI

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PRELIMINARY STATEMENT

The American Newspaper Publishers Association ("ANPA") submits this brief amicus curiae in support of Newspaper Printing Corporation's Petition for Writ of Certiorari to the United States Court of Appeals for the Tenth Circuit. All parties to this suit have given ANPA written consent to the filing of this brief. Copies of such consents have been filed with the Clerk of this Court.

INTEREST OF THE AMICUS CURIAE

The American Newspaper Publishers Association (ANPA) is a non-profit membership corporation organized and existing under the laws of the Commonwealth of Virginia. Its membership consists of 1492 newspapers representi g over ninety percent of the total daily and Sunday newspaper circulation and a significant portion of the weekly newspaper circulation in the United States.

Both the Tulsa Tribune and the Tulsa World, which are printed and distributed by Petitioner, hold membership in ANPA as well as 19 newspapers in Oklahoma.

Concerned with matters of general significance to the profession of journalism and the newspaper business as a whole, ANPA seeks to present herein its views in an attempt to assist this court in addressing the significant matters which are the subject of this case.

This dispute between Tulsa Typographical Union, Local No. 403 ("TTU") and Newspaper Printing Corporation exemplifies the diversity of interests between craft unions and newspaper employers during the conversion from obsolete "hot metal" composition to "cold-type" production.[1] The employer—motivated by market pressures to streamline its operations and confronted with the necessity of a substantial capital investment—desires broad flexibility in implementing the modernization of its plant. (Petitioner's App. 38a). The employer's concern is, typically, that to bargain piecemeal over each technological innovation could unreasonably delay the conversion.

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[1] A comprehensive description of the nature of the new technology and its effect on traditional composing room operation appears in *World Publishing Company and Omaha Typographical Union No. 190*, 220 N.L.R.B. 1065 (1975), aff'd sub. nom., *Omaha Typographical Union No. 190* v. *N.L.R.B.*, 545 F.2d 1138 (8th Cir. 1976).

TTU, as Administrative Law Judge Wacknov noted, faces almost certain extinction of its traditional work assignments and a substantial reduction in the number of employees in the bargaining unit.[2] Unions typically have negotiated into collective bargaining agreements provisions for employment security, fringe benefits, higher wages and, occasionally, the assignment of bogus work. See e.g., ITU Bylaws, 1978, Sec. 26 (listing benefits to be included in collective bargaining agreements); *Omaha Typographical Union, No. 190* v. *N.L.R.B.*, 545 F.2d 1138 (8th Cir. 1976) (reproduction).

The decision below misconstrues the organizational and bargaining rights of employees in such a way as to completely override Newspaper Printing Corporation's rights to negotiate for flexible control over work assignments. In so doing, it compels the adoption in a collective bargaining agreement of substantive terms which would seriously jeopardize Newspaper Printing Corporation's authority to alter work assignments during the term of that new contract. ANPA's concern with the decision below extends far beyond its impact on the Tulsa Tribune and Tulsa World newspapers. Hundreds of newspapers and craft unions have agreed on representational language partially defining the composing room bargaining unit in terms of work performed. The combined unit-jurisdiction language of the expired collective bargaining agreement in the instant case, contains standard International Typographical Union boilerplate. Your amicus believes that at least 133 newspapers currently hold collective bargaining agreements with substantially similar language.[3]

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[2] (Petitioner's App. 39a, n.6) One commentator has noted that the bulk of current collective bargaining agreements contain provisions designed to mitigate the threat to employment security posed by technological change. "Automation and Collective Bargaining", 84 Harvard Law. Rev. 1822, 1854 (1971).

[3] A list of ANPA member newspapers having collective bargaining agreements containing such clauses is set forth in Appendix A for the Court's convenience.

QUESTIONS PRESENTED, STATEMENT OF THE CASE, AND STATEMENT OF THE CASE.

American Newspaper Publishers Association ("ANPA") adopts the questions presented, statement of the case, and statement of facts as set forth in the brief of the Petitioner, Newspaper Printing Corporation.

ARGUMENT

I THE DECISION BELOW UNDULY RESTRICTS MANAGEMENT'S RIGHT TO ASSIGN WORK AND EXERCISE CONTROL OVER THE PLACEMENT OF NEW TECHNOLOGY.

This case presents a significant issue in the law of labor relations: whether a company, in order to facilitate modernization of its production facilities, may lawfully bargain to impasse on a change in the unit-jurisdiction clause of its collective bargaining agreement which would acknowledge the historic bargaining unit while allowing the employer flexibility to alter work assignments and the equipment to be utilized.

In finding that the Newspaper Printing Corp. ("NPC") had bargained to impasse over a permissive subject of bargaining—the definition of the unit—the Court below misapplied the facts and misconstrued the law. The Court's opinion would allow unwarranted interference by the National Labor Relations Board into the bargaining process by taking from management its right to control the assignment of work. The decision of the Tenth Circuit Court of Appeals therefore contravenes established case law, and policies deeply rooted in the National Labor Relations Act.

In its decision below, the Court of Appeals sustained the Board's findings that NPC's proposed changes in the existing Collective Bargaining Agreement which would increase management's flexibility to reassign work and to pursue greater automation in its production methods were nonmandatory subjects of collective bargaining. The Court

then held that, notwithstanding the absence of any evidence of bad faith on the part of NPC, its bargaining to impasse on those changes was *per se* an unlawful refusal to bargain under Section 8(a)(5) of the Act. 29 U.S.C. § 158(a)(5). The basis for the Court's holding was two-fold: (a) NPC sought to achieve unilateral discretion over the scope of the bargaining unit, and (b) it insisted to impasse upon a modification in the unit description language contained in the then-current Collective Bargaining Agreement. *Newspaper Printing Corp.* v. *N.L.R.B.*, 625 F.2d 956, 963 (10th Cir. 1980).

Your amicus respectfully submits that the decision below ignores the fundamental purpose underlying judicial and administrative distinctions between mandatory and permissive subjects of bargaining.[4] The court's wooden application of the general rule that management may not insist upon changes in the descriptions of a bargaining unit has locked NPC into an interpretation of the scope of the unit —i.e., a unit extending beyond the composing room—that has never been adopted either by the parties to the negotiations or by those employees in the editorial and advertising departments which the unit-description clause is purported to embrace. This in turn bars management from obtaining contract language which enables it to change existing work assignments without union consent.

It is well settled that the parties to a collective bargaining agreement must recognize the existing bargaining unit. See, *Hess Oil & Chemical Corp.* v. *N.L.R.B.*, 415 F.2d 440 (5th Cir. 1969), cert. den., 397 U.S. 916 (1970); *N.L.RB.* v. *Southland Cork Company*, 342 F.2d 702 (4th Cir. 1965). A refusal to do so precludes meaningful negotiation over

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[4] "One of the primary purposes of the Act is to promote the peaceful settlement of industrial disputes by subjecting labor-management controversies to the mediatory influence of negotiation." *Fibreboard Paper Products Corp.* v. *N.L.R.B.*, 379 U.S. 203, 211.

wages, hours or conditions of employment. *McQuay-Norris Mfg. Co.* v. *N.L.R.B.*, 116 F.2d 748, 751 (7th Cir.) cert. denied, 313 U.S. 565 (1941). Moreover, it is equally clear that insistence over the inclusion within a labor contract of permissive subjects of bargaining prior to bargaining over mandatory subjects is a *per se* unfair labor practice. *N.L.R.B.* v. *Wooster Division of Borg-Warner Corp.*, 356 U.S. 242 (1958).

Jurisdiction and the assignment of work to non-bargaining unit employees, however, are mandatory subjects of bargaining—particularly where new technology is to be introduced.[5]

The difficulty presented by this case is that the expiring jurisdiction-unit clause combines the mandatory subject of work jurisdiction with the non-mandatory subject of bargaining unit definition. Given the absence of any evidence of anti-union animus as the motivation for NPC's proposed contract changes, the decision of the Court below in essence creates the novel proposition that the entire subject matter contained within the jurisdiction-unit clause is a permissive subject of bargaining.

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[5] See *Metromedia Inc., KMBC-TV* v. *N.L.R.B.*, 586 F.2d 1182 (8th Cir. 1978); *World Pub. Co. and Omaha Typographical Union No. 190*, 220 N.L.R.B. 1065 (1975), aff'd sub. nom., *Omaha Typographical Union No. 190* v. *N.L.R.B.*, 545 F.2d 1138 (8th Cir. 1976); *Columbia Tribune Pub. Co. and Columbia Typographical Union No. 160*, 201 N.L.R.B. 538 (1973), enforced sub. nom., *N.L.R.B.* v. *Columbia Tribune Pub. Co.*, 395 F.2d 1384 (8th Cir. 1974); *Howmet Corp.*, 194 N.L.R.B. 523 (1972), enforced, 86 L.R.R.M. 1017 (1969); *Unit Drop Forge Division, Eaton Yale & Towne, Inc.*, 171 N.L.R.B. No. 73, 68 L.R.R.M. 1129, enforced as modified, 412 F.2d 108 (7th Cir. 1969); *Weston & Brooker Co.*, 154 N.L.R.B. 747 (1965), enforced per curiam, 373 F.2d 741 (4th Cir. 1967); *Almeida Bus Lines, Inc.*, 142 N.L.R.B. 445 (1963); c.f., *Fibreboard Paper Products Corp.* v. *N.L.R.B.*, supra; *Town & Country Mfg. Co.*, 136 N.L.R.B. 1022 (1962), enforced 316 F.2d 846 (5th Cir. 1963).

In affirming the Board's order, the Court below required the parties to return to the bargaining table under the status *quo ante*. In pertinent part the Board's order requires NPC to bargain with ITU.

> "as the exclusive representative of its employees in the appropriate bargaining unit *as defined in the most recent collective bargaining agreement . . .*"

(Petitioner's App. 28a). (emphasis added) The essential conflict, however, between Management's desire to introduce technology in the most efficient manner and TTU's desire to prevent worker displacement is not resolved by the Court's decision. There can be no denying that NPC's proposal which defined the bargaining unit "as all composing room work" was entirely consistent with the historical working relationship of the parties. (Petitioner's App. 34a). Administrative Law Judge Wacknov noted that NPC's proposal "defined with particularity the appropriate collective bargaining unit." (Petitioner's App. 70a).

Yet, the Court, 625 F.2d 963, ratified the board's requirement that, without TTU's consent, NPC must readopt the existing unit jurisdiction clause in toto as the only appropriate definition of the bargaining unit:

> Even if the proposed unit-jurisdiction clause did not contain [the management rights language], as the definition of an existing bargaining unit is not a mandatory subject of bargaining, Respondent *cannot lawfully insist to impasse on a modification of the existing clause.*

(Petitioner's App. 26a). (emphasis added). And the Court does not suggest how NPC may achieve lawful changes in work assignments without amending this clause.

As stated above, there is no question that work assignments are mandatory subjects of bargaining. See p. 6, supra. Case law has determined that had the existing collective bargaining agreement between TTU and NPC contained separate unit and jurisdiction clauses, its proposed management rights clause would have been a proper

reservation of its right to control work assignments. It is clear that, unless transfers are specifically prohibited by the bargaining agreement, management retains the right

> "to transfer work out of the unit if: (1) the employer complies with *Fibreboard* . . . by bargaining in good faith to impasse and, (2) the employer is not motivated by anti-union animus, Textile Workers v. Darlington Mfg. Co., 380 U.S. 263 (1967)."

University of Chicago v. *N.L.R.B.*, 514 F.2d 942, 949 (7th Cir. 1975). Accord, *Boeing Company* v. *N.L.R.B.*, 581 F.2d 793 (9th Cir. 1978). If a company may transfer work during the term of the contract after bargaining to impasse, clearly it may bargain to impasse over jurisdictional language upon the expiration of a contract. "An employer is always free after termination of the contract to unilaterally change conditions previously established by the Contract," *N.L.R.B.* v. *Cone Mills Corp.*, 373 F.2d 595, 598 (4th Cir. 1967), provided the union is given a reasonable opportunity to bargain.

It is equally well settled that management may lawfully insist to impasse over management functions clauses provided the subject matter is mandatory. *International Woodworkers Local 3-10* v. *N.L.R.B.*, 485 F.2d 852 (1972); *N.L.R.B.* v. *American National Insurance,* 343 U.S. 395 (1952).

In *American National Insurance,* management's insistence upon full control over promotions, discipline and work scheduling was found not to be an unfair bargaining practice. In upholding the 5th Circuit's refusal to enforce a Board order which prohibited management from insisting on such a clause, Justice Vinson noted that the Board's argument rested on highly technical grounds:

> "[I]t is conceded that [employer] would not be guilty of an unfair labor practice if, instead of proposing a clause which removed some matters from arbitration, it simply refused in good faith to agree to the Union proposal for unlimited arbitration."

Id. at 407. Similarly, the decision by the court below rests on overly technical grounds. The court below noted that NPC could have avoided an unfair labor practice by "bargain(ing) hard to genuine impasse and thereafter implement(ing) its proposed technological changes." 625 F.2d at 964.

Although NPC tentatively had formulated a general timetable setting forth its goals with respect to conversion to cold-type technology (Petitioners' App., at 44a-45a) the full mechanics of the new system had not yet been determined and NPC was unable during negotiations to specify the precise number of unit jobs which might be eliminated. While this uncertainty did not foreclose negotiations as to retraining programs, or other employment security provisions, it certainly was a legitimate basis for NPC's desire to retain as much flexibility as possible with respect to the timing and placement of automation. Yet the Court has overridden NPC's lawful right to seek such flexibility and has given NPC, in its negotiations with TTU, no choice but to readopt the expired unit-jurisdiction clause.

And if, during the term of the new collective bargaining agreement, NPC is unable to obtain TTU's consent to the introduction of cold-type technology manned by advertising and editorial department employees, the introduction of such technology could expose NPC to substantial arbitration penalties founded upon a violation of the unwanted and obsolete work jurisdiction provisions of the unit-jurisdiction clause.[6]

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[6] One arbitrator has noted that the interpretation of anachronistic unit-jurisdiction clause language is "fraught with ambiguity." *Beacon Journal Pub. Co.*, 63 L.A. 453 at 461. Employers frequently are found in violation of their collective bargaining agreements upon the introduction of new technology. See *Newspapers, Inc. and Milwaukee Typographical Union No. 23*, 88 ANPA Labor Bulletin, 377 (Arbitrator Lewis E. Solomon, 1974). Cf. *Beacon Journal Pub. Co., supra.*

The practical result of the decision below, therefore, is that once a collective bargaining agreement is signed which defines a bargaining unit in terms of work then being performed within the unit, management may thereafter forever lose control over the introduction of labor-saving technology which involves the assignment of work outside the bargaining unit, even though management's decision to convert to such technology "lie[s] at the core of enterpreneurial control." *Fibreboard Paper Products Corp., supra,* at 223 (Stewart, J., concurring).

Of course, the decision of the Court below, in affirming the underlying order of the N.L.R.B., would purport not to have this effect. *Newspaper Printing Corp.* v. *N.L.R.B.,* 625 F.2d at 965. The Court of Appeals would have one believe that its decision merely preserves the organizational rights of the bargaining unit. Yet NPC's proposed unit jurisdiction clause was neither intended, nor would operate, to alter the bargaining unit as recognized historically by the parties.

With respect to the question of NPC's good faith in its negotiations with TTU, Judge Wacknov found:

> "there is no evidence that Respondent having armed itself with technological innovations was motivated by a desire to destroy the bargaining unit and undermine the Union's representational status. Rather, Respondent went to great lengths to assure that such was not his intention, and there is no record evidence to suggest that Respondent's conduct away from the bargaining table belied its stated lawful motivation."

(Petitioner's App. 74a-75a). This finding was left undisturbed by the 10th Circuit Court of Appeals and the Board.

Moreover, resolution of charges of an unlawful refusal to bargain in good faith in the context of proposals for management's rights clauses does not lend itself to the 10th Circuit Court of Appeals' mechanical application of a *per se* rule:

> Any fears the Board may entertain that the use of management functions clauses will lead to invasion of an employer's duty to bargain collectively as to rates of pay, wages, hours and conditions of employment do not justify condemning all bargaining for management functions clauses covering any condition of employment as *per se* violations of the Act. The duty to bargain collectively is to be enforced by the application of the good faith bargaining standards of § 8(d) to the facts of each case rather than by prohibiting all employers in every industry from bargaining for management functions clauses altogether.

American National Insurance v. *N.L.R.B.*, 343 U.S. 395, 405 (1952).[7]

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[7] See also, *Int'l Woodworkers, Local 3-10* v. *N.L.R.B.*, 458 F.2d 852 (D.C. Cir. 1972) ("An employer proposal of a management functions clause for inclusion in a labor contract is not per se an unfair labor practice . . .. The mere fact that a subject is an appropriate one for collective bargaining does not mean that the employer may not seek by agreement to reserve the matter to itself." Id. at 859). The authority reserved unto management by the "management functions clauses" in *American National Insurance and Int'l Woodworkers, Local 3-10* included control over work schedules, employee discharge, the number and types of business operations, and employee layoffs and terminations, mandatory subjects of bargaining, management's decisions with respect to which, as in the instant case, may result in "the reduction or elimination of [union] jobs . . . ." *Newspaper Printing Corp.* v. *N.L.R.B.*, 625 F.2d at 964. It is unclear how the unilateral discretion, proposed under the management functions clause in the instant case, impairs the representational rights of employees anymore than in the discretion reserved by the employers in *American National Insurance* and *Int'l Woodworkers, Local 3-10*. The rights accorded employees under § 8(a)(5) and § 9(a) are the rights to require management to bargain in good faith and to bargain with the employees' designated representative over mandatory subjects. The scope of management's right to negotiate—and the union's rights to oppose in negotiations—a clause reserving such subjects unto management during the life of a new collective bargaining agreement is not dependent upon whether management's subsequent decisions on such subjects may reduce the "scope of the unit" through the elimination of jobs.

The Court's finding of a refusal to bargain in good faith under §8(d) of the Act [29 U.S.C. §158(d) (1976)] is predicated upon the findings that NPC's proposal would have given NPC "unilateral control over the scope of the unit; and that the definition of an appropriate unit is not a mandatory subject of bargaining . . ." 625 F.2d 961.

It is true that management may not insist to impasse upon a realignment of the bargaining unit. There is no requirement, however, that any particular form of words be used to describe the unit—particularly where there is no certification, but rather voluntary recognition, of the bargaining unit. The requirement is solely that the union must know whom it represents.

> The parties cannot bargain meaningfully about wages, hours or conditions of employment unless they know the unit of bargaining.

Douds v. *Longshoremen's Association,* 241 F.2d 278, 282 (2nd Cir. 1957).

And to require that absent TTU's consent to an amendment, an insistence upon changes in the prior unit jurisdiction clause is a *per se* unfair labor practice contravenes the basic policy of §8(d) of the Act which is designed to promote the resolution of disputes arising from such factors as the introduction of labor saving technology, in the context of collective bargaining without undue intervention by the Board.

Particularly when proposals for changes in a Collective Bargaining Agreement are not motivated by an anti-union animus, but rather by a legitimate desire to accommodate changes in work jurisdiction necessary for management to meet its production needs more efficiently, both parties must be given the highest degree of freedom to reach agreement through collective bargaining. Collective bargaining over the introduction of new labor-saving technology promotes the purposes of the National Labor Rela-

tions Act "by bringing a problem of vital concern to labor and management within the framework established by Congress as most conductive to industrial peace." *Fibreboard Paper Products Corp.* v. *N.L.R.B.*, 379 U.S. 201, 211 (1964).

For that reason, the Supreme Court has declined to "impute to Congress an intent in § 8(e) [29 U.S.C. § 158(e)] to preclude labor-management agreements to ease the effects [of automation] [e.g., worker displacement] through collective bargaining on the most vital problem created by advanced technology." *Woodwork Manufacturers Association* v. *N.L.R.B.*, 386 U.S. 612, 642 (1967). On the contrary

> "[t]he History of the Act evinces a clear congressional purpose to assure the parties to a proposad collective bargaining agreement the greatest degree of freedom in their negotiations, and to require the Board to remain as aloof as possible from regulation of the bargaining process in its substantive aspects.

Wooster Division of Borg-Warner Corp. v. *N.L.R.B.*, 356 U.S. 342, 349 (1958) (Justice Harlan, dissenting).

Finally, there is no basis for the finding that NPC's proposal would grant unilateral discretion to reduce the scope of the unit in such a way as to violate its employees' right to organize and bargain through their chosen representative.

Unlike the facts presented in *N.L.R.B.* v. *Columbia Tribune Publishing Co.*, 395 F.2d 1384 (8th Cir. 1974), NPC has not refused to include a definition of the unit in the collective bargaining agreement. NPC at all times stood ready to recognize the bargaining unit as consisting of employees in the composing room. (Petitioner's App. 49a, 53a).[8]

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[8] *Columbia Tribune* may also be distinguished by the fact that the Court found substantial evidence to indicate that management, in discussing the jurisdictional issue, was engaged in the dilatory tactics associated with surface bargaining." *Id.* at 1391.

The Court's reliance on *Newport News Shipbuilding & Drydock Co.* v. *N.L.R.B.*, 602 F.2d 73 (4th Cir. 1979), is also misplaced. In that case management sought to remove employees designated by the job description "draftsmen" from the bargaining unit by substituting the more restrictive term "designers". The Court noted "that the substitution [of the terms] would diminish the size of the unit." Id. at 79.

Yet, it is apparent that the precise respect in which management's proposal was violative of the Act was that unit members would be disenfranchised. More specifically, the draftsmen would be coerced into relinquishing their right to inclusion within their traditional bargaining unit. Id. at 77.

In the instant case, NPC's proposal would not remove composing room employees from their unit. NPC would not achieve discretion to force typesetting machine operators, makeup men, linotypers or anyone else from the bargaining unit. The only discretion sought by management over the scope of the unit was the discretion to reduce its size through the lay-off of employees concommittant with the introduction of automation.

CONCLUSION

Traditionally, the Board and Courts have found work jurisdiction to be a mandatory subject of collective bargaining. The requirement that employers negotiate in good faith with Union representatives over the assignment of work outside the bargaining unit until an agreement, or a lawful impasse has been reached, promotes the purposes of the National Labor Relations Act. Scientific research and the resultant development of new manufacturing technologies often give rise to competing objectives on the part of the parties to labor negotiations. Management seeks to introduce labor and cost-saving technology; the employees

through their bargaining representatives seek to preserve job security. See generally, "Automation and Collective Bargaining", 84 Harvard L. Rev. 1822 (1971). The National Labor Relations Act has committed the resolution of these objectives to the mediatory influence of collective bargaining.

In the instant case, Newspaper Printing Corporation sought to reserve to itself, within the new collective bargaining agreement, the right to alter work assignments in order to convert efficiently to "cold-type" technology. It did not seek to remove employees from the existing bargaining unit. Nor did it seek to deny TTU's right to represent the composing room unit in collective bargaining. Yet, the Tenth Circuit Court of Appeals has prevented NPC from gaining contractual control over work assignments. It has determined that insofar as NPC's "management rights clause" would authorize the assignment of work outside the composing room, it gives NPC unlawful discretion over the scope of the bargaining unit. Moreover, it has determined that any proposal by NPC which would modify the existing unit-jurisdiction clause is a permissive subject of collective bargaining.

In so doing, the Court below has confused the right of employees to organize, and to bargain collectively in an appropriate unit through their chosen representative, with a non-existent right to compel, under the circumstances of this case, the readoption of contract language which would prevent any reduction in work assignments to the bargaining unit. NPC is not only denied the right to bargain for flexible control over work assignments. NPC also cannot introduce during the life of the new collective bargaining agreement any automated manufacturing processes that may entail the assignment of work out of the bargaining unit without either TTU's consent or the substantial risk of arbitration penalties.

The decision by the Court below, therefore, improperly impairs management's right to introduce labor-saving machinery for legitimate economic reasons. Moreover, the decision offends policies deeply rooted in the Act by removing the assignment of work and the introduction of new technology from the arena of collective bargaining. A writ of certiorari should issue in order that the substantial federal questions of labor law raised by this case be fully examined and adjudicated.

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APPENDIX

APPENDIX

PARTIAL LIST OF ANPA MEMBER NEWSPAPERS WITH ITU COMPOSING ROOM CONTRACTS CONTAINING TRADITIONAL UNIT—JURISDICTION PROVISIONS AS OF DECEMBER 30, 1980

Albany (N.Y.) Times-Union & Knickerbocker News
Albert Lea (Minn.) Tribune
Altoona (Pa.) Mirror
Ashland (Ky.) Independent
Atlanta (Ga.) Constitution & Journal
Aurora (Ill.) Beacon-News
Austin (Minn.) Herald
Bangor (Maine) Daily News
Beaver (Pa.) Beaver County Times
Birmingham (Ala.) News & Post-Herald
Bloomington (Ill.) Daily Pantagraph
Bloomington (Ind.) Herald-Telephone
Boston (Mass.) Globe & Herald American
Brantford (Ontario) Expositor
Chicago (Ill.) Lerner Newspapers
Chicago (Ill.) Wall Street Journal
Chicopee Falls (Mass.) Wall Street Journal
Chillicothe (Ohio) Gazette
Cleveland (Ohio) Press & Plain Dealer
Cleveland (Ohio) Wall Street Journal
Columbia (Mo.) Missourian
Council Bluffs (Iowa) Nonpareil
Cumberland (Md.) News & Times
Dallas (Texas) Times-Herald
Dallas (Texas) Wall Street Journal
Denver (Colo.) Rocky Mountain News
Des Moines (Iowa) Register & Tribune
Detroit (Mich.) Free Press & News
Durham (N.C.) Herald & Sun
Elizabeth (N.J.) Journal

Ellwood (Pa.) Ledger
Eugene (Ore.) Register-Guard
Fairmont (West Va.) Times & West Virginian
Fall River (Mass.) Herald News
Fond Du Lac (Wis.) Reporter
Fort Lauderdale (Fla.) News
Frankfort (Ind.) Times
Fredericton (New Brunswick) Daily Gleaner
Glen Falls (N.Y.) Post-Star
Greensboro (N.C.) News & Record
Greensburg (Pa.) Tribune-Review
Greenville (Ohio) Advocate
Greenville (Pa.) Record-Argus
Hagerstown (Md.) Herald & Mail
Halifax (Nova Scotia) Chronicle-Herald & Mail-Star
Harrisburg (Pa.) Patriot & Evening News
Hazleton (Pa.) Standard-Speaker
Highstown (N.J.) Daily Racing Form
Hilo (Hawaii) Tribune-Herald
Honolulu (Hawaii) Advertiser & Star Bulletin
Houston (Texas) Chronicle & Post
Huntington (Ind.) Herald Press
Hyannis (Mass.) Cape Cod Times
Indianapolis (Ind.) Star & News
Ironton (Ohio) Tribune
Jackson (Tenn.) Sun
Jacksonville (Ill.) Journal & Courier
Jefferson City (Mo.) Capital News & Post-Tribune
Jersey City (N.J.) Journal
Johnstown (Pa.) Tribune-Democrat
Kansas City (Mo.) Star
Kenosha (Wis.) News
La Porte (Ind.) Herald-Argus
Lancaster (Ohio) Eagle-Gazette
Las Vegas (Nevada) Sun
Laurel (Miss.) Leader-Call

Lawrence (Mass.) Eagle-Tribune
Lawton (Okla.) Constitution & Press
Lethbridge (Alberta) Herald
Long Beach (Calif.) Independent & Press-Telegram
Long Island (N.Y.) Newsday
Lowell (Mass.) Sun
Lynn (Mass.) Item
Macon (Ga.) Telegraph & News
Manitowoc (Wis.) Herald-Times-Reporter
Mankato (Minn.) Free Press
Meadville (Pa.) Tribune
Medford (Ore.) Mail Tribune
Michigan City (Ind.) News Dispatch
Middletown (Conn.) Press
Middletown (Ohio) News-Journal
Milwaukee (Wis.) Journal & Sentinel
Mobile (Ala.) Register & Press
Monterey (Calif.) Herald
Mount Vernon (Ill.) Register & News
Newark (N.J.) Star-Ledger
Newark (Ohio) Advocate
New Bedford (Mass.) Standard-Times
New Britain (Conn.) Herald
Newburgh (N.Y.) News
New London (Conn.) Day
Oelwein (Iowa) Daily Register
Oshawa (Ontario) Times
Pekin (Ill.) Daily News
Plattsburgh (N.Y.) Press-Republican
Pomona (Calif.) Progress-Bulletin
Pottstown (Pa.) Mercury
Pottsville (Pa.) Republican
Poughkeepsie (N.Y.) Journal
Providence (R.I.) Journal
Rockford (Ill.) Star & Register-Republic
St. Catharines (Ontario) Standard

St. John (New Brunswick) Telegraph-Journal
St. Joseph (Mo.) News-Press & Gazette
St. Louis (Mo.) Post-Dispatch
St. Louis (Mo.) Daily Record
St. Paul (Minn.) Dispatch
Salem (Mass.) News
Salem (Ohio) News
Santa Cruz (Calif.) Sentinel
Santa Rosa (Calif.) Press-Democrat
Seattle (Wash.) Times & Post-Intelligencer
Sheboygan (Wis.) Press
Silver Spring (Md.) Wall Street Journal
Sioux City (Iowa) Journal
South Bend (Ind.) Tribune
Springfield (Ohio) Sun & News
Superior (Wis.) Telegram
Topeka (Kans.) Capital & State Journal
Torrington (Conn.) Register
Traverse City (Mich.) Record-Eagle
Troy (N.Y.) Times-Record (Confidential)
Union City (N.J.) Dispatch &
Patterson (N.J.) News
Vincennes (Ind.) Sun-Commercial
Waco (Texas) Tribune-Herald
Washington (Pa.) Observer-Reporter
Waterloo (Iowa) Courier
Wichita (Kans.) Eagle & Beacon
Winona (Minn.) News
Woodbury (N.J.) Gloucester County Times
York (Pa.) Dispatch
Youngstown (Ohio) Vindicator

(Total newspapers = 133)